

## Public Service Commission of South Carolina Tariff Summary Sheet as of November 12, 2010

EveryCall Communications, Inc.

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

Revision	Date Filed	Effective Date	# of Pages		
E2010-146	6/14/10	11/12/10	3		
Summary: Text Change					
E2010-145	6/11/10	11/12/10	3		
Summary: Decrease in Toll Block Rate Charge					
E2010-128	5/6/10	11/12/10	3		
Summary: Toll Block Rate					

## SOUTH CAROLINA LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

## EVERYCALL COMMUNICATIONS, INC.

This tariff contains the description, regulations, and rates applicable to the furnishing of local exchange telecommunications services by EveryCall Communications, Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's places of business. Inquiries regarding this tariff should be directed to:

Kyle Coats, President EveryCall Communications, Inc. 4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809 (225) 293-3332

**Issued:** March 16, 2010 **Effective:** March 16, 2010

By: Kyle Coats, President

Effective: July 15, 2010

## Local Exchange Service

## **CHECK SHEET**

All tariff sheets are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION LEVEL	<u>SHEET</u>	<b>REVISION LEVEL</b>
l	Original	35	Original
2	3 <sup>rd</sup> Revised*	36	Original
3	Original	37	Original
4	Original	38	Original
5	Original	39	Original
6	Original	40	Original
7	Original	41	Original
8	Original	42	Original
9	Original	43	2 <sup>nd</sup> Revised
10	Original	44	Original
11	Original	45	Original
12	Original	46	Original
13	Original	47	Original
14	Original	48	Original
15	Original	49	Original
16	Original	50	Original
17	Original	51	Original
18	Original	52	Original
19	Original	53	Original
20	Original	54	Original
21	Original	55	Original
22	Original	56	1 <sup>st</sup> Revised*
23	Original	57	Original
24	Original	58	Original
25	Original	59	Original
26	Original	60	Original
28	Original	61	Original
29	Original	62	Original
30	Original	63	Original
31	Original	64	Original
32	Original	65	Original
33	Original	66	Original
34	Original		~
- •	<i>•</i>		

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# EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND EXPLANATION OF SYMBOLS

The following symbols shalt be used in this tariff for the purpose indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

To signify a change in text but no change in rate or regulation.

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper-right comer of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper-right comer of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> Revised Sheet 14 cancels the 3<sup>rd</sup> Revised Sheet 14.
- C. Paragraph Numbering Sequence There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.l. 2.1.1.A.l.(a).

D. Check Sheet - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff; with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

**Issued:** March 16, 2010 **Effective:** March 16, 2010

By: Kyle Coats, President

## APPLICATION OF TARIFF

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate local exchange telecommunications services by EveryCall Communications, Inc. (hereinafter "Company"). This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business.

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## **SECTION 1 - DEFINITIONS**

Account Number: Customer's telephone number is the account number

Advance Payment: Payment of all or part of a charge required before the start of service.

<u>Application for Service</u>: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

<u>Authorized User</u>: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Commission: South Carolina Public Service Commission.

<u>Company</u>: EveryCall Communications, Inc., which is the issuer of this tariff.

<u>Competitive Local Carrier (CLC)</u>: Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

<u>Customer</u>: The person, firm, corporation or entity which orders service, uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer-Provided Equipment: Terminal equipment, as defined herein, provided by Customer.

<u>Demarcation Point</u>: The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

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## <u>SECTION 1 - DEFINITIONS</u> (continued)

<u>Disconnection</u>: The disconnection of a circuit, dedicated access line, or pod connection being used for existing service.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

<u>Exchange Service</u>: The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

<u>Incumbent Local Exchange Carrier (ILEC)</u>: A local exchange carrier, including successors and assigns, that is certified by the commission and was providing basic local exchange service on February 8, 1996.

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area.

<u>Local Calling</u>: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

<u>Local Service</u>: Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff

<u>Local Service Area</u>: That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

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## <u>SECTION 1 - DEFINITIONS</u> (continued)

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

<u>Premises</u>: Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(<u>Premises</u>) <u>Inside Wire</u>: Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and/or equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff; but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

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## <u>SECTION 1 - DEFINITIONS</u> (continued)

<u>Services</u>: The Company's local telecommunications services offered to the Customer.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>User</u>: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

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## **SECTION 2- REGULATIONS**

## 2.1. <u>Undertaking of the Company</u>

## 2.1.1 Scope

- 2.1.1 A The Company undertakes to furnish intrastate local exchange telecommunications services under the terms of this tariff. Service is available 24 hours a day, seven days a week.
- 2.1.1 B The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### 2.1.2 Shortage of Equipment or Facilities

- 2.1.2.A The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.B The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

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## SECTION 2- REGULATIONS (continued)

## 2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after five days prior notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- 2.1.3.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.C This tariff shall be interpreted and governed by the laws of the State of South Carolina.
- 2.1.3.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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## SECTION 2- REGULATIONS (continued)

2.1.3.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## 2.1.4. Liability of the Company

The Company shall comply with the Rules and Regulations contained in the Public Service Commission of South Carolina's Telecommunications Utilities Regulations.

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SECTION 2- REGULATIONS (continued)

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SECTION 2- REGULATIONS (continued)

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SECTION 2- REGULATIONS (continued)

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SECTION 2- REGULATIONS (continued)

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## SECTION 2- REGULATIONS (continued)

## 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

## 2.1.6 <u>Provision of Equipment and Facilities</u>

- 2.1.6.A The Company shall use reasonable efforts to make available services to qualified applicants within five (5) business days after receipt of application unless a later date is requested. The Company will notify the applicant of the expected service date. If the Company is not able to connect service on the date expected, the Company shall promptly notify the applicant of the new expected service connection date. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.

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## SECTION 2- REGULATIONS (continued)

- 2.1 .6.C The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff; the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer provided equipment or for the quality of or defects in, such transmission; or
  - 2. the reception of signals by Customer provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

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## SECTION 2- REGULATIONS (continued)

## 2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier.

This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.2.2 The Company may require a Customer to shut down its transmission of signals after five (5) days of prior written notice, if said transmission is causing interference to others.

## 2.3 Obligations of the Customer

## 2.3.1 General

The Customer shall be responsible for:

- A. Placing orders for service. When placing an order for service, Customer must provide:
  - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- B. the payment of all applicable charges pursuant to this tariff.

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## SECTION 2- REGULATIONS (continued)

## 2.3 <u>Obligations of the Customer</u> (contd.)

## 2.3.1 General (contd.)

- C. reimbursing the Company for damages to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fife or then or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of- way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 .D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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By:

## SECTION 2- REGULATIONS (continued)

## 2.3 Obligations of the Customer (contd.)

## 2.3.1 General (contd.)

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- I. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

## 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, any employee or invitee of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitee; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2- REGULATIONS (continued)

- 2.4 Customer Equipment and Channels
  - 2.4.1 <u>Interconnection of Facilities</u>
  - 2.4.1.A Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
  - 2.4.1.B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
  - 2.4.1 C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
  - 2.4.1.D The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilitates. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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## SECTION 2- REGULATIONS (continued)

## 2.4.2 <u>Inspections</u>

- 2.4.2.A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for flintier corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

## 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.A <u>Taxes</u>: The Customer is responsible for the payment of any sales, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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## SECTION 2- REGULATIONS (continued)

## 2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.A All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer 30 days in advance during every billing cycle indicating the due date and the amount that is due.

If a bill to the current customer remains unpaid after five days prior notice, service is disconnected.

2.5.2.B Customers may pay for service by credit card, an authorized payment agent, or check.

## 2.5.3 Disputed Bills

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

- 1.) First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.) Second, all unresolved disputes with the Company may be filed with ORS at the following address and telephone number:

Office of Regulatory Staff Consumer Affairs Division 1401 Main Street, Suite 900 Columbia, SC 29201

Telephone No.: 803-737-5230 Toll Free No.: 800-922-1531 Fax No.: 803-737-4750

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## SECTION 2- REGULATIONS (continued)

## 2.5.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service for any of the following:

- 2.5.4.A Upon nonpayment of any regulated amounts owing to the Company after five days notice, the company may discontinue service.
- 2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving five (5) days prior notice in writing to the Customer, discontinue or suspend service if such violation continues during that period.
- 2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service.
- 2.5.4.D Upon the Customer's abandonment of service, the Company may, with five (5) day prior written notice to the Customer, discontinue service.
- 2.5.4.E Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may, with five (5) day prior written notice to the Customer, discontinue or suspend service.

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## SECTION 2- REGULATIONS (continued)

- 2.5.4.F The Company may discontinue the furnishing of any and/or all service(s) to a Customer:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
  - 2. The Customer provides false information to the Company regarding the Customer's identity, address, or use of services(s).
  - 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - (c) Any other fraudulent means or devices; or
  - 4. The customer is not in compliance with a Commission order, delayed payment agreement, or extension agreement with the Company
  - 5. Unauthorized use of service or tampering with the Company's equipment;

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## SECTION 2- REGULATIONS (continued)

- 2.5.4.G In the event that service is discontinued without prior written notice, the Company shall notify the customer of the reason for suspension by first class mail or by leaving a notice at the premises.
- 2.5.4.H Service may be discontinued after five (5) day prior written notice for, but not limited to the following reasons (The company may deliver the notice to the customers premise, leaving it in a conspicuous place, or if the notice is mailed, the five (5) days begins three (3) days after the date the notice is placed in the U.S. mail, first class.)
  - 1. Use of service for unlawful purposes.
  - 2. Use of service in such a manner as to interfere with the service of other users;
  - 3. Noncompliance with any provisions of this tariff if the noncompliance is not corrected within that five (5) day period;
  - 4. The customer has not paid a billed charge associated with providing service; or
  - 5. Refusing to grant the Company access to its equipment at reasonable times.
- 2.5.4.I The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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## SECTION 2- REGULATIONS (continued)

## 2.5.5 Credit Allowance - Directory

Subject to the provisions of Section 2.1.4 of this tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
- For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- 3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

## 2.5.6 Returned Check Charge

Carrier will bill Customer a one-time charge for each check for payment of service that is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution. The amount of this charge will not exceed the amount applicable by state law.

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## SECTION 2- REGULATIONS (continued)

## 2.6 <u>Allowances for Interruptions in Service</u>

When the use of service or facilities finished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the

facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

## 2.6.1 Credit Allowances

- 2.6.1.A Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
- 2.6.1.B Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

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## SECTION 2- REGULATIONS (continued)

2.6. 1.C For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

## 2.6.2 <u>Limitations on Allowances</u> No credit will be allowed for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer or any person using the Company's services with the Customer's permission;
- 2.6.2.B interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.C interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.D interruptions during which the Customer continues to use the service on an impaired basis;
- 2.6.2.E interruptions during any period when the Customer has released service to the Company for maintenance or implementation of a Customer order for a change in service arrangements;
- 2.6.2.F interruption of service due to circumstances or causes beyond the Company's control.

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## SECTION 2- REGULATIONS (continued)

#### 2.7 Cancellation of Service

- 2.7.1 <u>Cancellation of Application for Service</u>
- 2.7.1.A Applications for service may be canceled orally or in writing. When a Customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed, except as set forth below.
- 2.7.1.B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.C The special charges described in 2.7.1.A and 2.7.1.B will be calculated and applied on a case-by-case basis.

#### 2.7.2 Cancellation of Service by a Customer

- 2.7.2.A To cancel or terminate service, a customer must provide the Company with five (5) days notice.
- 2.7.2.B If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:
  - 1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - 3. all Recurring Charges for the applicable notice period.

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## SECTION 2- REGULATIONS (continued)

## 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

## 2.9 Notices and Communications

- 2.9.1 The Customer shalt designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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#### **SECTION 3 - SERVICE DESCRIPTIONS**

## 3.1 Local Exchange Service

The Company's local exchange services will be offered within the BellSouth service territory.

- 3.1.1 The Company's Local Telephone Service provides a Customer with the ability to:
  - place or receive calls to any calling Station in the local calling area, as defined herein:
  - access basic 911 Emergency Service;
  - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
  - place calls to 800/888/887 telephone numbers;
  - access Telecommunication Relay Service.
- 3.1.2 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

- 3.1.3 Optional Features: A Customer may order optional features, at the rates specified in this tariff.
- 3.1.4 Local Exchange Residential Service: Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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## SECTION 3 - SERVICE DESCRIPTIONS (continued)

## 3.1 Local Exchange Service (Contd.)

- 3.1.5 Local Exchange Business Services: Business Services are offered for local calling using the facilities of the Company and/or those of other authorized Local Exchange Carriers. The Company's Business Services are offered primarily to the following:
  - 1. Offices, stores, factories, mines and all other places of a strictly business nature;
  - 2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
  - 3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

## 3.2 <u>Directory Listings</u>

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, likely to mislead or deceive calling persons as to the identity of the listed patty, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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Kyle Coats, President EveryCall Communications, Inc. 4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

By:

#### SECTION 3 - SERVICE DESCRIPTIONS (continued)

#### 3.2 <u>Directory Listings</u> (contd.)

- 3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

#### 3.3 <u>Emergency Services (Enhanced 911)</u>

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

# 3.4 <u>Directory Assistance</u>

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

A credit will be given for calls to Directory Assistance when: (1) the Customer experiences poor transmission or is cut-off during the call; (2) the Customer is given an incorrect telephone number; or (3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company of the problem experienced.

#### 3.5 <u>Customer Service</u>

Customer service is available by calling the Company toll free at 1-866-4200, or by writing to the Company at 115 Shawmut Road, Canton, Massachusetts 02021.

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#### SECTION 3 - SERVICE DESCRIPTIONS (continued)

# 3.6 <u>Marketing Practices</u>

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation.

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

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# SECTION 4 - RATES

# 4.1 Residential Local Exchange Service Rates

# 4.1.1 Line Cost, Connections and Features

#### 4.1.1.A Flat Rate Service

	<u>MRC</u>	MAX RATE
Rate Group 1 (0-13,800 lines)	\$10.95	\$21.90
Rate Group 2 (13,801 - 25,100 lines)	\$11.72	\$23.44
Rate Group 3 (25,101 - 45,500 lines)	\$12.32	\$24.64
Rate Group 4 (45,501 - 200,800 lines)	\$12.91	\$25.82
Rate Group 5 (200,801 - 1,191,800 lines)	\$15.80	\$31.60

# 4.1.1.B Monthly Recurring Charge Measured Rate Service

Monthly usage allowance is \$5.00.

MRC	MRC	
Low Usage	Standard Usage	MAX RATE
\$5.93	\$8.44	\$16.88
\$6.30	\$9.02	\$18.04
\$6.60	\$9.47	\$18.94
\$6.90	\$9.91	\$19.82
\$8.34	\$12.07	\$24.14
	\$5.93 \$6.30 \$6.60 \$6.90	Low Usage         Standard Usage           \$5.93         \$8.44           \$6.30         \$9.02           \$6.60         \$9.47           \$6.90         \$9.91

# 4.1.1.C Measured Rate Local Usage

# (1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute	MAX RATE
Band A (0 miles)	\$0.036	\$0.018	\$0.036
Band B (1-10 miles limited LCA)	\$0.036	\$0.018	\$0.036
Band C (> 10 miles limited LCA)	\$0.054	\$0.036	\$0.072

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# **Local Exchange Service**

# **SECTION 4 - RATES**

#### 4.1 Residential Local Exchange Service Rates (continued) 4.1.1.C Measured Rate Local Usage (contd.)

#### (2) **Evening Rates**

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute	MAX RATE
Band A (0 miles)	\$0.0234	\$0.0117	\$0.0234
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117	\$0.0234
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234	\$0.0468

#### (3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

MDC

	1st Minute	Addtl Minute	MAX RATE
Band A (0 miles)	\$0.0144	\$0.0072	\$0.0144
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072	\$0.0144
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144	\$0.0288

# 4.1.1.D Optional Features

Call Forwarding Variable \$13.50 \$3.24 \$6.48	
Three-way Calling <sup>1</sup> \$13.50 \$3.24 \$6.48	
Call Waiting \$13.50 \$3.29 \$6.58	
Speed Dialing - 8 code \$13.50 \$3.24 \$6.48	
Speed Dialing - 30 code \$13.50 \$3.69 \$7.38	
Call Forward Busy Line \$13.50 \$0.90 \$1.80	
Call Forward Don't Answer \$13.50 \$0.90 \$1.80	

NDC

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 $<sup>^{1}\,</sup>$  Three way calling also available on a \$0.75 per use basis.

# **SECTION 4 - RATES**

# 4.1 Residential Local Exchange Service Rates (continued)

# 4.1.1.D Optional Features (contd.)

<u>NRC</u>	<u>MRC</u>	MAX RATE
\$13.50	\$2.70	\$27.00
\$13.50	\$2.70	\$27.00
\$13.50	\$1.80	\$27.00
\$13.50	\$1.80	\$27.00
\$13.50	\$2.70	\$27.00
\$13.50	\$5.40	\$27.00
\$13.50	\$5.40	\$27.00
\$13.50	\$0.90	\$27.00
\$13.50	\$4.46	\$27.00
\$13.50	\$4.50	\$27.00
\$13.50	\$6.30	\$27.00
\$13.50	\$6.30	\$27.00
\$13.50	\$8.10	\$27.00
\$13.50	\$0.90	\$27.00
\$13.05	\$16.65	\$27.00
\$10.80	\$16.65	\$27.00
\$13.50	\$3.56	\$27.00
\$13.50	\$5.36	\$27.00
	\$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50	\$13.50 \$2.70 \$13.50 \$2.70 \$13.50 \$1.80 \$13.50 \$1.80 \$13.50 \$2.70 \$13.50 \$5.40 \$13.50 \$5.40 \$13.50 \$0.90 \$13.50 \$4.46 \$13.50 \$4.50 \$13.50 \$6.30 \$13.50 \$6.30

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<sup>&</sup>lt;sup>2</sup> Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

<sup>&</sup>lt;sup>3</sup> Caller ID rates also apply.

<sup>&</sup>lt;sup>4</sup> Local or toll charges apply for originator of call even after exiting call.

# **SECTION 4 - RATES**

# 4.1 Residential Local Exchange Service Rates (continued)

#### 4.1.1.E CLASS Features

	NRC	MRC	MAX RATE
Call Return	\$13.50	\$3.96	\$27.00
Repeat Dialing	\$13.50	\$3.78	\$27.00
BusyConnect, per activation	\$0.75		\$ 1.50
Call Selector	\$13.50	\$3.78	\$27.00
Preferred Call Forwarding	\$13.50	\$3.78	\$27.00
Call Block	\$13.50	\$3.78	\$27.00
Call Trace	\$13.50	\$3.78	\$27.00
Caller ID - Basic	\$13.50	\$6.30	\$27.00
Caller ID - Deluxe	\$13.50	\$6.75	\$27.00
Anonymous Call Rejection (ACR)	n/a	\$2.97	

# 4.1.1.F Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

	<u>MRC</u>	MAX RATE
Per Line	\$30.15	\$60.30
Per Two-Line Plan package	\$59.85	\$119.70
Per Three-Line Plan package	\$87.75	\$175.50

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# **SECTION 4 - RATES**

# 4.1 Residential Local Exchange Service Rates (contd.)

# 4.1.1.G Line Connection Charges

	<u>NRC</u>	MAX RATE
First Line, per request	\$37.80	\$75.60
Additional Line, each	\$13.50	\$27.00

# 4.1.1.H Line Change Charge

	<u>NRC</u>	MAX RATE
First Line, per request	\$31.50	\$63.00
Additional Line, each	\$10.80	\$21.60

# 4.1.1.I Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$13.50 \$27.00

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#### **SECTION 4 - RATES**

# 4.1 Residential Local Exchange Service Rates (contd.)

#### 4.1.1.J. TouchTone

No charge.

# 4.1.1.K Premise Work Charge

	<u>NRC</u>	MAXKAIE
First 15 minute or fraction thereof	\$27.00	\$54.00
Each Additional 15 minute increment or fraction	\$12.60	\$25.20

#### 4.1.1.L. Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	MRC	MAX RAT	E
Selective Class of Call Screening				
per line	\$8.52	\$5.11	\$27.00	(R)

# 4.1.1.M Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	<u>MRC</u>	<u>MAX RATE</u>
Non-listed	\$13.50	\$1.64	\$27.00
Non-Published	\$13.50	\$3.15	\$27.00
Additional Listings	\$13.50	\$1.08	\$27.00

#### 4.11.N Local USA Plan

\$24.50 per line per month

Includes 100 minutes of continental US long distance calling. Includes the following features; caller id deluxe, call waiting id, 3 way calling, repeat dialing, call forwarding, call block, call return, 30 code speed dial, 900/976 block and anonymous call rejection. These features are offered as available from the central office.

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# **SECTION 4 - RATES**

#### 4.2 Business Local Exchange Service Rates

Customers signing a 1 year term contract qualify for a 10% discount off of the rates stated in this section.

#### 4.2.1 Line Costs, Connections and Features

# 4.2.1.A Flat Rate Service

	<u>MRC</u>	MAX RATE
Rate Group 1 (0-13,800 lines)	\$28.80	\$57.60
Rate Group 2 (13,801 - 25,100 lines)	\$29.61	\$59.22
Rate Group 3 (25,101 - 45,500 lines)	\$29.61	\$59.22
Rate Group 4 (45,501 - 200,800 lines)	\$29.61	\$59.22
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61	\$59.22

#### 4.21.B Measured Rate Service

Monthly usage allowance is \$7.50.

MRC	MAX RATE
\$20.85	\$41.70
\$22.97	\$45.94
\$24.77	\$49.54
\$26.51	\$53.02
\$32.24	\$64.48
	\$20.85 \$22.97 \$24.77 \$26.51

# 4.2.1.C Measured Rate Local Usage

#### (1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	1st Minute Addtl Minute		MAX RATE
Band A (0 miles)	\$0.036	\$0.018	\$0.072
Band B (1-10 miles limited LCA)	\$0.036	\$0.018	\$0.072
Band C (> 10 miles limited LCA)	\$0.054	\$0.036	\$0.072

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# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.C Measured Rate Local Usage (contd.)

# (2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	1st Minute Addtl Minute		MAX RATE
Band A (0 miles)	\$0.0234	\$0.0117	\$0.0468
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117	\$0.0468
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234	\$0.0702

# (3) Night/Weekend Rates

11:00~p.m. to, but not including 8:00~a.m., Monday through Friday, and all times Saturday and Sunday.

	1st Minute Addtl Minute		MAX RATE
Band A (0 miles)	\$0.0144	\$0.0072	\$0.0288
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072	\$0.0288
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144	\$0.0432

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# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.D PBX Trunks

(1) Flat Rate Service

Combination, Inward or Outward Only.

	<u>MRC</u>	MAX RATE
Rate Group 1 (0-13,800 lines)	\$28.80	\$57.60
Rate Group 2 (13,801 - 25,100 lines)	\$29.61	\$59.22
Rate Group 3 (25,101 - 45,500 lines)	\$29.61	\$59.22
Rate Group 4 (45,501 - 200,800 lines)	\$29.61	\$59.22
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61	\$59.22

(2) Measured Rate Service

	<u>MRC</u>	MAX RATE
Rate Group 1 (0-13,800 lines)	\$20.85	\$41.70
Rate Group 2 (13,801 - 25,100 lines)	\$22.97	\$45.94
Rate Group 3 (25,101 - 45,500 lines)	\$24.77	\$49.54
Rate Group 4 (45,501 - 200,800 lines)	\$26.51	\$53.02
Rate Group 5 (200,801 - 1,191,800 lines)	\$32.24	\$64.48

(3) Measured Rate Local Usage

See Section 4.2.1.C above for usage rates.

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# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.E. Direct Inward Dialing (DID)

	NRC	MRC	MAX KAIE
Each group of 20 working numbers	\$432.00	\$3.06	\$864.00
Each group of 20 reserved numbers	\$432.00	\$3.06	\$864.00
Each non-consecutive DID number	\$1.35	\$0.15	\$2.70
Each reserved non-consecutive DID number	\$1.35	\$0.15	\$2.70
Multifrequency Pulsing Option	\$0.00	\$6.75	
Dual Tone Multifrequency Pulsing Option	\$0.00	\$6.75	
Automatic Intercept Service, per number	\$14.40	\$0.00	\$28.80

# 4.2.1.F DID Trunk Termination

	NRC	MRC	MAX RATE
Each Trunk Each combination trunk	\$45.00	\$23.40	\$90.00
with call transfer	\$225.00	\$40.50	\$450.00

# 4.2.1.G Grouping/Hunting Service

1 6 6			
	<u>NRC</u>	<u>MRC</u>	MAX RATE
Rate Group 1 (0-13,800 lines)	\$18.00	\$10.80	\$36.00
Rate Group 2 (13,801 - 25,100 lines)	\$18.00	\$10.13	\$36.00
Rate Group 3 (25,101 - 45,500 lines)	\$18.00	\$9.45	\$36.00
Rate Group 4 (45,501 - 200,800 lines)	\$18.00	\$9.00	\$36.00
Rate Group 5 (200,801 - 1,191,800 lines)	\$18.00	\$5.13	\$36.00

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# SECTION 4 - RATES

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.H Optional Features

	<u>NRC</u>	<u>MRC</u>	MAX RATE
Call Forwarding Variable	\$18.00	\$3.96	\$36.00
Three-way Calling <sup>5</sup>	\$18.00	\$3.96	\$36.00
Call Waiting	\$18.00	\$3.96	\$36.00
Speed Dialing - 8 code	\$18.00	\$3.96	\$36.00
Speed Dialing - 30 code	\$18.00	\$4.95	\$36.00
Call Forward Busy Line	\$18.00	\$3.47	\$36.00
Call Forward Don't Answer	\$18.00	\$3.47	\$36.00
Customer Control - CF Busy Line	\$18.00	\$6.66	\$36.00
Customer Control - CF Don't Answer	\$18.00	\$6.30	\$36.00
Call Forwarding Busy Line Multipath <sup>6</sup>	\$18.00	\$3.20	\$36.00
Call Forwarding Don't Answer Multipath <sup>2</sup>	\$18.00	\$3.20	\$36.00
Call Forwarding Variable Multipath	\$18.00	\$3.20	\$36.00
Remote Access - Call Forwarding Variable	\$18.00	\$8.42	\$36.00
Call Waiting Deluxe	n/a	n/a	
Call Forwarding Don't Answer - Ring Control	\$18.00	\$3.47	\$36.00
Three Way Calling With Transfer <sup>7</sup>	\$18.00	\$5.40	\$36.00
Flexible Call Forwarding (FCF)	\$18.00	\$8.91	\$36.00
FCF with Audio Calling Name	\$18.00	\$9.90	\$36.00
FCF - Plus	n/a	n/a	
FCF Plus with Audio Calling Name	n/a	n/a	
Star 98 Access	\$18.00	\$1.80	\$36.00
Remote Call Forwarding (RCF)	\$13.05	\$16.65	\$36.00
RCF additional path following initial installation	\$10.80	\$16.65	\$36.00
Distinctive Ring I	\$18.00	\$7.20	\$36.00
Distinctive Ring II	\$18.00	\$9.00	\$36.00

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 $<sup>^{5}</sup>$  Three way calling also available on a \$0.75 per use basis.

<sup>&</sup>lt;sup>6</sup> Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

<sup>&</sup>lt;sup>7</sup> Local or toll charges apply for originator of call even after exiting call.

# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

#### 4.2.1.I CLASS Features

	<u>NRC</u>	<u>MRC</u>	MAX RATE
Call Return	\$18.00	\$4.68	\$36.00
Repeat Dialing	\$18.00	\$4.46	\$36.00
BusyConnect, per activation	\$0.75		\$ 1.50
Call Selector	\$18.00	\$4.46	\$36.00
Preferred Call Forwarding	\$18.00	\$4.46	\$36.00
Call Block	\$18.00	\$4.46	\$36.00
Call Trace	\$18.00	\$4.95	\$36.00
Caller ID - Basic	\$18.00	\$8.15	\$36.00
Caller ID - Deluxe	\$18.00	\$9.00	\$36.00
Anonymous Call Rejection (ACR)	n/a	\$3.96	
Enhanced Caller ID with ACR	\$18.00	\$14.36	\$36.00
Enhanced Caller ID with Call Management	\$18.00	\$15.26	\$36.00

# 4.2.1.J Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access Line Installation charges apply.

# (1) Option 1

	MRC	MAX RATE
Per Line	\$72.90	\$145.80
Per Two-Line Plan package	\$135.00	\$270.00
Per Three-Line Plan package	\$195.30	\$390.60

# (2) Option 2

	<u>MRC</u>	MAX RATE
Per Line	\$50.40	\$100.80
Per Two-Line Plan package	\$90.00	\$180.00
Per Three-Line Plan package	\$127.80	\$255.60

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# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.K Line Connection Charges

	NRC	MAX RATE
First Line, per request	\$65.70	\$131.40
Additional Line, each	\$19.80	39.60

# 4.2.1.L Line Change Charge

	<u>NRC</u>	MAX RATE
First Line, per request	\$43.20	\$86.40
Additional Line, each	\$12.60	\$25.20

# 4.2.1.M Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

MAX RATE
Per request \$18.00 \$36.00

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# **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

#### 4.2.1.N TouchTone

Applies when added subsequent to establishment of service.

<u>NRC</u>	MRC
\$18.00	\$2.70

# 4.2.1.OPremise Work Charge

e	
	NRC
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

# 4.2.1.P Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening		
per line	\$18.00	\$1.13
per PBX trunk	\$18.00	\$7.38

# 4.2.1.QDirectory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	<u>MRC</u>
Non-listed	\$18.00	\$1.64
Non-Published	\$18.00	\$3.15
Additional Listings	\$18.00	\$1.62

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#### SECTION 4 – RATES

#### 4.2.1.R Local USA Plan

\$25.80 per line per month

Includes 100 minutes of continental US long distance calling. At customers request includes the following features: hunting, call forwarding, busy call forward, ring no answer call forward, caller id, call waiting, call return, remote access to call forwarding, repeat dialing, 3 way calling, 3 waycalling with transfer, \*98, and ring selector. These features are offered as provided by the serving central office.

# 4.2.1.S Local USA Unlimited Plan

<u> 2</u>	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
3	lines or	4 +	3 lines or	4+	3 lines or	4+
1	ess	lines	less	lines	less	lines
Per line, Per mont	h. \$59.95	\$66.95	\$66.95	\$73.95	\$79.00	\$86.00

Includes unlimited continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

The Everycall Local USA Unlimited Plan is for typical residential usage only. Usage in excess of typical usage, which is presumed to be no more than 5,000 minutes a month, will be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

#### 4.2.1.T Regulatory Cost Recovery Fee

A charge of \$0.99 per month will be assessed to all residential & business customers to cover the administration costs of complying with obligations and charges imposed by regulatory bodies, including recovery of the Federal Universal Service Fund charge.

# 4.2.1.U Local USA Sixty Plan (includes 60 minutes free long distance)

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$34.00	\$41.00	\$42.00	\$49.00	\$56.00	\$64.00

Includes 60 minutes free continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

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#### **SECTION 4 - RATES**

# 4.2 Business Local Exchange Service Rates (contd.)

# 4.2.1.V Local USA 600 Plan (includes 600 minutes free long distance)

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$41.00	\$48.00	\$50.00	\$57.00	\$65.00	\$73.00

Includes 600 minutes free continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

#### 4.2.1.W Carrier Cost Recovery Charge

A charge of \$0.99 per line per month for residential customers, \$1.99 per line per month for business customers will be assessed to assist Everycall in recovering costs associated with providing state-to-state long distance service, connection and account servicing charges.

# 4.3 Local Line Charges (per local line)

# 4.3.1 Local Number Portability

	MRC
Per Line	\$0.35
Per Trunk	\$3.15

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#### **SECTION 4 - RATES**

# 4.4 IntraLATA MTS/OSP/Calling Card Rates

# 4.4.1 Rates Per Minute

#### (1) Peak Rates:

7:00 a.m. to, but not including 7:00 p.m., Monday through Friday.

	BUSINESS		RESIDENTIAL	•
	1st Min.	Ea. Added Min.	1st Min. Ea. Ad	ded Min.
0-10 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
11-16 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
17-22 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
23-30 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
31-40 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
41-55 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
56-70 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
71-85 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
86-100 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
101-124 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
125-148 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
149 + miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000

# (2) Off-Peak Rates:

7:00~p.m. to, but not including 7:00~a.m., Monday through Friday, and all times Saturday and Sunday.

	BUSINESS		RESIDENTIA	RESIDENTIAL		
	1st Min.	Ea. Added Min.	1st Min. Ea. A	dded Min.		
0-10 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
11-16 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
17-22 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
23-30 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
31-40 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
41-55 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
56-70 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
71-85 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
86-100 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
101-124 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
125-148 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		
149 + miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800		

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#### **SECTION 4 - RATES**

# 4.4 IntraLATA MTS/OSP/Calling Card Rates (contd.)

# 4.4.2 Local and Toll Operator Service Charges

	Per Call
Station-to-Station	
<ul> <li>Customer Dialed Calling Card</li> </ul>	\$0.80
- Operator Assisted	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$0.50
Busy Line Verification	\$1.04
Bsuy Line Interrupt	\$1.54

# 4.5 Local Director Assistance

	Per Call
Within LCA for originating line	
Direct Dialed	\$0.33
Operator assistance surcharge	\$0.30
Outside LCA and LATA/NPA for orig. line	
Direct Dialed	\$0.85
Operator assistance surcharge	\$0.30

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# SECTION 4 - RATES AND CHARGES

- 4.1 Residential Local Exchange Service Rates (cont'd)
  - 4.6 Prepaid Local Residence Service

Everycall offers residential customers a monthly flat rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling within their local calling area.

4.6.1 Basic Plan - Prepaid Charge Per Line - \$32.95\*\*

Includes: Unlimited local calling

Access to 911
Access to Toll Free Calling

100 Minutes of Domestic Long Distance Service

4.6.2 Super 6 Plan - Prepaid Charge Per Line - \$44.20\*\* (Non-LifeLine)

Includes Unlimited local calling

Access to 911

Access to Toll Free Calling

Caller I.D.

Call Waiting

Toll Block or Toll Control & 100 Minutes of Domestic Long Distance Service

Post Paid Toll Access (Requires \$300 Deposit)

Super 6 Plan - Prepaid Charge Per Line - \$26.95\*\* (LifeLine) (T)

Includes Unlimited local calling

Access to 911

Access to Toll Free Calling

Caller I.D.

Call Waiting

Toll Block or Toll Control & 100 Minutes of Domestic Long Distance Service

Post Paid Toll Access (Requires \$300 Deposit)

\*\* Plus taxes and fees

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# **SECTION 4 - RATES**

# 4.1 Residential Local Exchange Service Rates (cont'd)

#### 4.6.3 Deluxe Plan - Charge Per Line - \$49.95\*\*

Includes: Unlimited local calling

Access to 911

Access to Toll Free Calling

Caller ID
Call Waiting
Call Forwarding
Three-Way Calling

Call Block Call Return Speed Dialing

Anonymous call rejection

Privacy Director Access to 911

Access to Toll Free Calling

#### 4.6.4 Connection Fee:

Each plan will incur a one-time \$60.00 connection fee. Payable \$10 per month beginning in 2<sup>nd</sup> month (waived for Lifeline).

#### 4.6.5 Service Charges and Fees:

4.6.5.1 Changing features, after initial installation

\$10.00 each change

4.6.5.2 Reconnection Charge \$25.00 each

(Due to suspension for late payment)

4.6.5.3 One-time installation charge \$25.00

4.6.5.4 Regulatory Cost Recovery Charge \$1.49

#### 4.6.5.5 Carrier Cost Recovery Charge

A charge of \$0.99 per line per month for residential customers, \$1.99 per line per month for business customers will be assessed to assist Everycall in recovering costs associated with providing state-to-state long distance service, connection and account servicing charges.

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<sup>\*\*</sup>plus all applicable taxes and fees.

#### SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

# 5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

# 5.2 Promotional Offerings

**First Month Promotion -** Promotion for new customers, both Lifeline and Non-lifeline. Customer will receive a discount of \$26.95 for the first month of service. Thus, for the first month of service, net price for Lifeline customers will be zero (calculated as follows: \$26.95 minus the first month promo of \$26.95 equals zero). Net price for the non-Lifeline customer for the first month of service will be \$17.25 (calculated as follows: \$40.45 plus \$3.75 for toll service minus \$26.95 first month promotion equals \$17.25).

This promotion is in effect for 11 months from the effective date of this tariff provision.

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# **SECTION 6 - BILLING CONTENTS**

# 6.1 Billing Contents

The Company's customer bills will contain the following information:

- 1. Name and address of Company
  - Address for Correspondence

Address for Remittance

- 2. Customer Service/Billing Inquiry toll-free telephone number
- 3. Name and address of Customer
- 4. Bill Date
- 5. Payment Due Date
- 6. All Account Numbers
- 7. Invoice Number
- 8. Summary of Charges
- 9. Detail of Charges

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# SECTION 7 - LIFELINE PROGRAM

#### 7.1 General

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.
  - (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.
- (D) Designated Services Available To Lifeline Customers:
  - (1) Single Party Service
  - (2) Local Usage
  - (3) Touch Tone Services
  - (4) Voice Grade Access to the Public Switched Network
  - (5) Access to Emergency Services
  - (6) Access to Operator Services
  - (7) Access to Interexchange Services
  - (8) Access to Directory Assistance
  - (9) Toll Limitation Service at No Charge

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# SECTION 7 – LIFELINE PROGRAM

# 7.2 <u>Regulations</u>

# (A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household at the same address and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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# SECTION 7 – LIFELINE PROGRAM

# <u>Lifeline Program (Continued)</u>

# Regulations (Continued)

- (A) General (Continued)
  - (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
  - (6) The Federal Universal Service Charge will not be billed to Lifeline customers.
  - (7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
  - (8) At no time shall a customer's Lifeline rate go below zero.

# 7.3 Eligibility

(A) Customers are eligible if they participate in at least one of the following programs:

Supplemental Nutrition Assistance Program (SNAP) Medicaid Temporary Assistance to Needy Families (TANF)

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# SECTION 7 - LIFELINE PROGRAM

# <u>Lifeline Program (Continued)</u>

# 7.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (B) The Company shall verify annually that its Lifeline customers meet the programs qualifications.
- (C) When a customer is determined to be ineligible as a result of reverification, the Company will contact the customer. Notification of impending termination will be in the form of a letter separate from the customer's monthly bill. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

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# SECTION 7 – LIFELINE PROGRAM

# <u>Lifeline Program (Continued)</u>

# 7.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit
  - (1) Federal credit

Monthly Credit

All programs, one per Lifeline service \$10.00

(2) Company credit

All programs, one per Lifeline service \$ 3.50

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# SECTION 8 - LINK-UP PROGRAM

# Link-Up

# 8.1 <u>General</u>

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

#### 8.2 Regulations

#### (A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

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#### SECTION 8 – LINK-UP PROGRAM

# Link-Up (Continued)

# Regulations (Continued)

# (B) Eligibility

(1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Supplemental Nutrition Assistance Program (SNAP) Medicaid Temporary Assistance to Needy Families (TANF)

# (C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Link-Up credit will be issued. Additionally, the Lifeline credit will be provided on a going forward basis.
- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

# 8.3 Rates and Charges

(A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

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